

Annexure III Liberty Videocon's Livestock and Pet Connect Policy

Liberty Videocon General Insurance Company (hereinafter called the "Company") will provide insurance cover to the Person/person(s) (hereinafter called the "Insured") based on the Proposal made and agreed premium paid within such time, as may be prescribed under the provisions of the Insurance Act, 1938, for the Policy Period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy, subject always to the following terms, conditions, exclusions, and limitations and the Schedule. This Policy records the agreement between the Company (We) and the Insured (You), and sets out the terms of insurance and obligations of each party.

Part I: Definitions

The words or expressions defined below have specific meanings ascribed to them wherever they appear in this Policy. For purposes of this Policy, please note that references to the singular or masculine include references to the plural or to the female.

- 1. **Accident** means a sudden, unforeseen, uncontrollable and unexpected physical event to the Insured animal caused by external, violent and visible means.
- 2. **Age** means the completed Age of the Animal on his/her most recent birthday as per the English calendar, regardless of the actual time of birth.
- 3. **Animal** means four legged domestic animals specifically mentioned in the Schedule.
- 4. **Cattle** Any of various chiefly domesticated mammals of the genre Bos, including Milch Cows, and Buffaloes, Calves/Heifers, Stud Bulls, Bullocks (Castrated Bulls) and Castrated Male Buffaloes, often raised for meat and dairy products.
- Company means Liberty Videocon General Insurance Company Ltd.
- 6. **Cross Breed** means one of whose parents is of foreign breed and the other of Indian Breed.
- 7. **Date of Commencement of Risk** Date from which insurance cover starts.
- 8. **Deductible** the amount stated in the Schedule, which shall be borne by the Insured first in respect of each and every claim made under this Policy.
- 9. **Exotic** means where both of the parents are of foreign breed and include an Animal/Poultry born in India as well as those born abroad.
- 10. **Geographical Area** shall comprise of land within 25 Kms of the location of stabling specified in the Schedule to this Policy.



- 11. **Indigenous** means where both of the parents are of Indian Breed.
- 12. **Insured** The Person(s) named as Insured in the Schedule to the Policy.
- 13. **Livestock** means domestic animals such as Cattle, Sheep, Goats, Pigs, Camel, Horses, Mules, Donkey, Yak, Elephant, Pet Dog and Cat, Rabbit, Emu Bird and Poultry raised for home use or for profit, mainly on a farm and as specifically mentioned in Schedule to this Policy.
- 14. **Natural Calamities** Epidemics, fire, lightning, storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation, landslide including rock slide and bush fire.
- 15. **Policy** Policy Wording, the Schedule, the Proposal and Endorsement, if any.
- 16. **Policy Period** The time period for which the contract of Insurance is valid as shown in the Policy Schedule.
- 17. **Poultry** means domesticated birds such as hen, chickens, turkeys, ducks, and geese kept by humans for the eggs they produce, their meat, their feathers, or sometimes as pets.
- 18. Proposal The Application form which Insured signs for this Insurance and/or any other information which the Insured gives to the Company or which is given to the Company on Insured's behalf.
- 19. **Schedule** The document which describes Insured, the cover that applies, the Policy Period and other details of this Policy.
- 20. **Sum Insured** Sum Insured is the amount set out in the Schedule against each Animal covered in the Policy and the same would be 100% of the market value/agreed value.
- 21. **Veterinary Doctor** is a Veterinarian (Veterinarians diagnose and treat diseases and dysfunctions of animals) who is properly qualified with a degree from a recognized College/University.

Part II: Coverage

Basic Cover:

The Policy shall cover death of the insured Livestock as described in the Schedule and belonging to the Insured within the geographical area specified in the Schedule, due to:

- 1. Accident
- 2. Natural Calamities
- 3. Aircraft damage, Missile testing operations
- 4. Riot & Strike
- 5. Surgical operations
- 6. Diseases contracted or occurring during the period of this Policy
- 7. Terrorism



Part III: Exclusions

Common Exclusions:

The Company shall not be liable under this Policy for any claim/s arising out of

- 1. Malicious or willful injury or neglect, overloading, unskillful treatment or use of Animal for purpose other than as stated in the Policy without the consent of the Company in writing.
- 2. Accidents and/or diseases contracted prior to commencement of risk.
- 3. Death of Animals due to diseases contracted within 15 days from the risk start date, unless such insurance is a continuous renewal with us without any break of the Policy that was in force.
- 4. Intentional slaughter of the Animal/poultry except in case where destruction is necessary to terminate incurable suffering on humane consideration on the basis of certificate issued by qualified Veterinary doctor appointed by the Company or in cases where destruction is resorted to by order of lawfully constituted authority.
- 5. a) Transport by air & sea.
 - b) Transport beyond 25 kms from the place of stabling
- 6. Missing, straying, theft and/or clandestine sale of the insured Animal
- 7. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, tumult, military or usurped power or any consequence thereof or attempt there at.
- 8. Any Accident, loss, destruction, damage or legal liability directly or indirectly caused by or contributed to or arising from ionizing radiation or contamination by radioactivity from any source whatsoever, or from nuclear material or weapons or any consequence thereof.
- 9. All the claims received without intact Ear Tag (i.e both the Ear tag pieces must be in tagged and intact condition) or micro-chip.
- 10. Legal liability, if any, arising out of the use of the Animal.
- 11. Surgical operation other than required due to accident or disease and/or not undertaken by a qualified Veterinarian.
- 12. Injury or death due to transportation by any mode beyond the geographical area stated in the Schedule to the Policy.
- 13. Death of insured Animal due to drought, famine or malnutrition.



Special Exclusions applicable to Listed Livestock (wherever applicable)

Specific Exclusions applicable to Cattle:

- 1. Diseases such as Rinderpest, Black Quarter, Hamorrhagic Septicaemia, Foot & Mouth, Anthrax and Theileriasis unless the animal(s) is / are inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the Company prior to Cattle contracting these diseases resulting in death.
- 2. Plueropneumonia in respect of Cattle in Lakhimpur and Sibsagar District of Assam.

Specific Exclusion applicable to Sheep & Goat:

1. Enterotoxaemia, Sheep Pox, Goat Pox, Rinderpest, FMD, Anthrax, Hamorrhagic Septicaemia, Black Quarter. These diseases are covered if the Animal is successfully inoculated (protected) and necessary Veterinary Certificate for such inoculation/s is submitted to the Company.

Specific Exclusions applicable to Pig:

- 1. Disability of any kind
- 2. Breeding and farrowing risk
- 3. Swine flu is covered if the animal is successfully inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the Company.

Specific Exclusions applicable to Camel:

- 1. Famine: Death due to scarcity of food
- 2. The disease Surra is covered if the animal is successfully inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the Company

Specific Exclusions applicable to Horse/Pony/Mule/Donkey/Yak:

- 1. Racing, hunting and bloodstock purpose
- 2. Diseases like Glanders, South African Horse Sickness, Rinderpest, Anthrax, Black Quarter, Foot and Mouth Disease, Tetanus

Specific Exclusion applicable to Elephant:

1. Haemorrhagic septicemaeia, Anthrax and Rabies unless inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the Company.

Specific Exclusion applicable to pet Dog & Cat:

- 1. Breeding, pregnancy and whelping Distemper, hepatitis and leptospirosis unless the pet is inoculated before commencement of the insurance and necessary Veterinary Certificate for such inoculation/s is submitted to the Company.
- Risk associated with pet show unless specifically covered on payment of extra premium.

Specific Exclusions applicable to Rabbit:

- 1. Pasteurellosis infection
- 2. Culling, Cannibalism and intentional slaughter.
- 3. Undergrowth
- 4. Myxomatosis- This disease is covered if the rabbits are successfully inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the Company.



5. Coccidiosis – This disease is covered if suitable and effective coccidiostats are administered through food or water.

Specific Exclusions applicable to Emu Bird:

- 1. Culling
- 2. Encephalomyelitis is covered if the animal is successfully inoculated and necessary Veterinary Certificate for such inoculation/s is submitted to the Company.

Specific Exclusions applicable to Poultry:

- 1. Marek's disease, Ranikhet disease, Fowl Pox and Infectious Bronchitis. These diseases are covered by the policy if the birds are successfully inoculated against these diseases and the necessary Veterinary Certificate for such inoculation/s is submitted.
- 2. Avian Leucosis complex (A.L.C.), Bird Flu.
- 3. Improper management (including overcrowding)

Part IV: General Conditions

- 1. The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of mis- representation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured or any one acting on his behalf to obtain a benefit under this Policy.
- 2. The due observance and fulfillment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
- 3. Every notice and communication required by Company in respect of this Policy shall be in writing and be addressed to the nearest office of the Company and the acknowledgement of service shall be obtained from the Company.
- 4. Every Animal must be in sound and perfect health and free from any injury at the time of proposal for insurance or for any renewal, addition, or substitution and must also be in sound and perfect health and free from any injury at the time of payment of premium or balance thereof.
- 5. The Insured shall cause every Animal insured to have sufficient and proper feed, water and shelter and shall keep secure all yards, sheds, and stablings and shall at all times and to the best of his knowledge and ability use and exercise every due and proper precaution and safe guard against loss or danger of loss under this Policy, the intent and the meaning of this condition being that each insured animal shall have the same care and attention as when not insured. Prescribed inoculations/Vaccinations are to be followed in respect of the Animals insured as per the schedule fixed by the animal husbandry department and government from time to



time. Failure to comply with shall make the Policy voidable and vitiate the claim under the Policy.

- 6. The Policy, the Schedule, the Proposal form, endorsements shall constitute the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.
- 7. Insured must take all reasonable care of the Animal insured and in the event of an illness or lameness or Accident shall take the following steps:
 - a. Immediately obtain the services of a qualified Veterinary Surgeon and cause the Animal to be treated
 - b. Immediately give notice to the Company in writing in case of death
- 8. Insured shall permit Company's authorised representative at all times to inspect the Animal(s) hereby insured and premises where the Animal(s) is/are kept and shall furnish any information which Company may require and shall comply with all reasonable regulations and directions from time to time made and given by Company.
- 9. The cover afforded under this Policy shall stand cancelled and no payment shall be made hereunder if the ownership of the insured animal passes from Insured to any other person or entity otherwise than by the operation of the law.
- 10. Animal insured should carry the identification applied by the Company at all times. In case, the identification (ear tag or other) is lost or missing, immediate notice of the same should be communicated to the Company within 24 hours of such incident and seek for fixing of identification to the Animal. No amount is recoverable under this Policy in respect of any claim, unless the identification (ear tag or other) of the animal in respect of which such claim is made, is available. No tag, no claim.
- 11. On the death of any Animal hereby insured, the Insured shall give immediate notice thereof to the Company by telegram, phone, letter, fax, email (or as mentioned in the claims procedure) and shall give the Company an opportunity of inspecting the carcass until atleast the expiration of 24 hours after such notice shall have been given to the Company. The Insured shall also within 7 days furnish to the Company such information, accompanied by such Veterinary Certificate and satisfactory proof as to the death, identity and value of the Animal as the Company may require.
- 12. In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.



13. The Company may cancel this Policy by sending 15 days notice by registered letter to the Insured at his last known address and in such an event, will return to the Insured the premium less the prorata portion thereof for the period the Policy has been in force. This insurance may also be terminated at any time at the request of the Insured, in which case the Company will retain the premium at the short period rate as per the table given here below, for the time the Policy has been in force, provided no claim has arisen during the then current period of insurance

Policy period (not exceeding)	% of Annual Premium Retention
1 week	1/8 of annual rate
1 month	1/4 of annual rate
2 months	3/8 of annual rate
3 months	1/2 of annual rate
4 months	5/8 of annual rate
5 months	3/4 of annual rate
8 months	7/8 of annual rate
Exceeding 8 months	Full annual Premium

- 14. Cancellation of long term Policies: If a long term Policy issued with Policy Period above 1 year is cancelled, then premium for the year which is fully utilised by Insured will be retained in full by the Company. For current year, the premium will be refunded either on short period scale (If cancelled by the Insured) or on prorata basis (If cancelled by the Company). For the year which has not commenced, the premium will be refunded in full. Long term discount allowed on the Policy will be readjusted if the Policy is cancelled 2nd year onwards, provided no claim has arisen during the period of insurance for which cancellation of Policy has been sought. In terms of cancellation of long term policies, there would be no refund of Premium for the respective policy year where a claim has been admitted under the Policy
- 15. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by Insured or anyone acting on Insured's behalf to obtain any benefits under the Policy or if loss or damage be occasioned by the willful act or with Insured's connivance, all benefits under this Policy shall be forfeited.
- 16. If at the time of any event giving rise to claim on Animal/s hereby insured, there be any other subsisting insurance or insurances, whether effected by Insured or by any other person on Insured's behalf covering the same Animal/s, Company shall not be liable to pay or contribute more than its rateable proportion of such loss.
- 17. If death of the Animals hereby insured shall be due to the negligence, carelessness, or wrong doing of any person, the Insured shall not claim or accept any compensation from such person or persons but shall at once give to the Company all necessary information and assistance to enable the Company to secure such compensation and it shall be absolutely the right of the



Company to use in the name of the Insured and recover compensation including subrogation, from the person or persons causing the death and any monies or other compensations which shall be recovered shall belong to the Company. The Company will indemnify the Insured against all costs and expenses so incurred with his written consent.

- 18. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such dispute/difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 19. It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.
- 20. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
- 21. The applicable Jurisdiction under this Policy shall be India. All claims under this Policy shall be settled in Indian Rupees only.
- 22. The Company shall not be bound to issue any renewal notice or to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.
- 23. The Company will offer to settle the claim under this Policy within 30 days from the date of receipt of all necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of 30 days from the date of receipt of all necessary documents. Claims processing and settlement will be as per Protection of Policy Holder's Interest, Regulation 2002. No interest shall be payable by the Company on any account whatsoever in respect of a claim under this Policy.
- 24. Claims Procedure In the event of a claim, Insured will notify a claim immediately to the call centre, or send intimation via email or by letter/ fax to nearest Company branch office with details regarding policy number, ear tag number, date, place, time and cause of loss leading to the claim. The Company will appoint investigator (if required) to assess the admissibility of the claim. Unless otherwise decided by Company, the following indicative list of documents will be necessary for processing a claim under this Policy
 - i. Claim Form filled by the Insured
 - ii. Death cum PM Report by the Veterinary Doctor
 - iii. Disability certificate from Veterinary Doctor in case of Permanent Total Disability claims



- iv. Intact Ear-tag
- v. Photographs of the Dead animal with Ear-tag
- vi. Any other Document relevant to substantiate the loss.

Part V - Grievance Redressal Procedure

We assure the best customer service from our end to our valued Insured and request you to adopt following procedure in case of any service related query or grievance.

You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call center number.

Customer Care Cell

Liberty Videocon General Insurance Company Limited

10th Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai

E-mail : care@libertyvideocon.com

Toll Free No : 1800 266 5844 (Timings: between 8:00am to 8:00pm, 7 days of the week)

Please include your Policy number in all your communication with the Company. This will help us resolve the issue more efficiently.

If You are not satisfied with redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of the Ombudsman offices are mentioned below;

Office of the	Contact Details	Areas of Jurisdiction
Ombudsman		,
AHMEDABAD	Insurance Ombudsman, Office of the	Gujarat , UT of Dadra & Nagar Haveli,
	Insurance Ombudsman, 2nd Floor, Ambica	Daman and Diu
	House, Nr. C.U. Shah College, Ashram	
	Road, AHMEDABAD-380 014.	
	Tel.:- 079-27546840 Fax : 079-27546142	
	Email <u>ins.omb@rediffmail.com</u>	
BHOPAL	Insurance Ombudsman, Office of the	Madhya Pradesh & Chhattisgarh
	Insurance Ombudsman, Janak Vihar Complex,	
	2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near	
	New Market, BHOPAL(M.P.)-462 023. Tel.:-	
	0755-2569201 Fax: 0755-2769203	
	Email <u>bimalokpalbhopal@airtelmail.in</u>	
BHUBANESHWA	Insurance Ombudsman, Office of the	Orissa
R	Insurance Ombudsman, 62, Forest Park,	
	BHUBANESHWAR-751 009. Tel.:- 0674-	
	2596455 Fax : 0674-2596429	
	Email <u>ioobbsr@dataone.in</u>	
	-	
CHANDIGARH	Insurance Ombudsman, Office of the	Punjab , Haryana, Himachal Pradesh,



	Inguina a Ombudaman S.C.O. No. 101. 102	Jammu & Kashmir, UT of Chandigarh
	Insurance Ombudsman, S.C.O. No.101-103,	Jammu & Kashmir, UT of Chandigarn
	2nd Floor, Batra Building. Sector 17-D,	
	CHANDIGARH-160 017.	
	Tel.:- 0172-2706468 Fax : 0172-2708274	
	Email <u>ombchd@yahoo.co.in</u>	
CHENNAI	Insurance Ombudsman, Office of the	Tamil Nadu, UT–Pondicherry Town and
	Insurance Ombudsman, Fathima Akhtar Court,	Karaikal (which are part of UT of
	4th Floor, 453 (old 312), Anna Salai,	Pondicherry)
	Teynampet, CHENNAI-600 018. Tel.:- 044-	,,
	24333668 /5284 Fax : 044-24333664	
	Email insombud@md4.vsnl.net.in	
NEW DELHI	Insurance Ombudsman, Office of the	Delhi & Rajasthan
NEW DELLI		Denn & Rajastnan
	Insurance Ombudsman, 2/2 A, Universal	
	Insurance Bldg., Asaf Ali Road, <u>NEW</u>	
	DELHI-110 002.	
	Tel.:- 011-23239633 Fax : 011-23230858	
	Email <u>iobdelraj@rediffmail.com</u>	
GUWAHATI	Insurance Ombudsman, Office of the	Assam , Meghalaya, Manipur, Mizoram,
	Insurance Ombudsman, "Jeevan Nivesh", 5th	Arunachal Pradesh, Nagaland and Tripura
	Floor, Near Panbazar Overbridge, S.S. Road,	, 0
	GUWAHATI-781 001 (ASSAM). Tel.:- 0361-	
	2132204/5 Fax : 0361-2732937. Email	
	ombudsmanghy@rediffmail.com	
HYDERABAD	0.70	A - 41 D - 4 1- V 4 LTT - 6
HIDEKADAD	Insurance Ombudsman, Office of the	Andhra Pradesh, Karnataka and UT of
	Insurance Ombudsman, 6-2-46, 1st Floor,	Yanam – a part of the UT of Pondicherry
	Moin Court, A.C. Guards, Lakdi-Ka-Pool,	
	HYDERABAD-500 004. Tel : 040-65504123	
	Fax: 040-23376599,	
	Email <u>insombudhyd@gmail.com</u>	
ERNAKULAM	Insurance Ombudsman, Office of the	Kerala , UT of (a) Lakshadweep ,
	Insurance Ombudsman, 2nd Floor, CC	(b) Mahe – a part of UT of Pondicherry
	27/2603, Pulinat Bldg., Opp. Cochin Shipyard,	
	M.G. Road, ERNAKULAM-682 015. Tel:	
	0484-2358759 Fax : 0484-2359336.	
	Email iokochi@asianetindia.com	
KOLKATA		Wint Donal Dile. Head-lead and Little
KULKATA	Insurance Ombudsman, Office of the	West Bengal, Bihar, Jharkhand and UT of
	Insurance Ombudsman, North British Bldg.,	Andeman & Nicobar Islands , Sikkim
	29, N.S. Road, 4th Floor, KOLKATA-700 001.	
	Tel: 033-22134866 Fax: 033-22134868.	
	Email iombkol@vsnl.net	
LUCKNOW	Insurance Ombudsman, Office of the	Uttar Pradesh and Uttaranchal
	Insurance Ombudsman, Jeevan Bhawan,	
	Phase-2, 6th Floor, Nawal Kishore Road,	
	Hazaratganj, LUCKNOW-226 001. Tel : 0522	
	-2231331 Fax : 0522-2231310	
	Email insombudsman@rediffmail.com	
MIIMDAT		Mahamalatus Car
MUMBAI	Insurance Ombudsman, Office of the	Maharashtra , Goa
	Insurance Ombudsman, 3rd Floor, Jeevan Seva	
Ī	Annexe, S.V. Road, Santacruz(W), MUMBAI-	



400 054. 7 26106052	l : 022-26106928 Fax : 022-
Email <u>om</u> l	udsmanmumbai@gmail.com

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority.

STATUTORY NOTICE: INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION